

## REQUEST FOR PROPOSALS:

# Consultants for Exploratory Review of Developmental Outcomes for Infants and Children Who Are Born Deaf or Hard of Hearing

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### PART I: OVERVIEW INFORMATION

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**Issuing Organization:** Council of State and Territorial Epidemiologists (CSTE) at [www.cste.org](http://www.cste.org)

**Participating Organizations:** CSTE and Centers for Disease Control and Prevention (CDC) – Cooperative Agreement number **6 NU38PW000005**

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**PART II: FULL TEXT OF ANNOUNCEMENT**

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**Section I. Funding Opportunity Description****Statement of Purpose**

The purpose of this request for funding proposal (RFP) is to select 3 consultants or consultant teams to complete the following:

- 1) Conduct a literature or systematic review of developmental outcomes for infants and children who are born deaf or hard of hearing (DHH).
- 2) Complete a final manuscript ready for publication submission detailing findings of the selected literature review topic. Literature review topics can include: early intervention services for children who are DHH (e.g., Part C or non-Part C services); the current evidence base for tele-audiology; what is known about developmental milestones (e.g., motor, social emotional, cognitive, language/communication) among infants born DHH; what is known about the transition from Part C to school for DHH and the type of educational placement (e.g., special education, identified as having a significant developmental delay, etc.); environmental scan to identify newborn screening services with integrated data capture systems, and how early hearing data may be included; examination of how administrative databases could be used for assessing diagnosis of hearing loss in the first 6 months of life.
- 3) Present the findings of the final manuscript to identified stakeholders.

***Background***

One in every 500 live-born infants are DHH. Early identification and intervention for infants born with congenital hearing loss is important to support their developmental progress and outcomes. Undetected hearing loss can greatly affect a child's ability to develop speech, language, and social skills. CDC's Early Hearing Detection and Intervention (EHDI) program aims to help every infant born DHH achieve their optimal health and well-being by following the recommended EHDI benchmarks, also known as EHDI 1-3-6:

- Screen all infants for hearing loss by one month of age.
- Confirm hearing loss diagnosis for infants who do not pass screening by three months of age.
- Enroll infants diagnosed as DHH in early intervention services by six months of age.

The earlier intervention services can begin for infants who are DHH, the more likely they are to improve their communication and social skills and reach their full potential. Services to infants and children who are DHH are available through Part C of the [Individuals with Disabilities Education Improvement Act 2004 \(IDEA 2004\)](#). Part C programs are early interventions services offered by states for children with disabilities from birth through 36 months of age. Each state administers its own Part C program and services to infants, children, and families of need. This RFP aims to grow and expand knowledge on EHDI services across infant hearing screening, diagnosis, and enrollment in early intervention.

**Objectives**

CSTE seeks to select 3 consultants or consultant teams to conduct exploratory literature reviews to identify gaps and better understand developmental outcomes for infants and children who are DHH. Applicants can consider applying for the following areas of focus for the literature or systematic review:

**Option A: Data Systems to Capture Hearing Loss (up to \$75,000.00 available)**

- Environmental scan to identify newborn screening services with integrated data capture systems and how early hearing data may be included (priority topic)
- Examination of how administrative databases could be used for assessing diagnosis of hearing loss in the first 6 months of life

**Option B: Telemedicine Approaches for Assessing Hearing Loss among Infants and Children (up to \$75,000.00 available)**

- Current evidence for tele-audiology
- Barriers and opportunities for tele-audiology
- Addressing health disparities through tele-audiology
- Improvement of early intervention enrollment through tele-audiology

**Option C: Developmental Outcomes of Infants Born DHH (up to \$75,000.00 available)**

- What is known about developmental milestones (e.g. motor, social emotional, cognitive, language/communication) among infants born DHH up to age 5 (priority topic)
- What early intervention services are available for infants and children who are DHH (e.g. Part C or non-Part C services)
- What is known about the transition from Part C to school for DHH and the type of education placement (e.g. special education, identified as having significant developmental delay, etc.) and educational outcomes through elementary school

The final deliverable for each option will be a manuscript with the expectation of publication submission. The final manuscript should not just be a summary of findings from the selected literature or systematic review topic; the manuscript should be able to detail any gaps in the literature, opportunities or promising practices, and recommendations for implementation at the jurisdiction level for EHD programs.

**Deliverables**

To meet the above-mentioned objectives, the awardee will be required to meet the following sets of deliverables:

- **Project Management:**
  - Participate in a kick-off call and check-in meetings with CSTE staff and CDC subject matter experts throughout the project period.
  - Provide regular progress updates and timely submission of invoices according to the timeline.

- Ad hoc calls with CSTE project lead as needed
- **Literature or Systematic Review**
  - Develop a research question and protocol for the review that identify gaps, promising practices or opportunities, improve surveillance, and/or recommendations for implementation. Additional activities may include key informant interviews, focus groups, or other primary data collection with subject matter experts or staff of EHDI programs to provide further insight on selecting literature review topic.
  - Conduct literature or systematic review, project activities, and analysis of literature review findings
  - Identify a journal(s) of interest for the manuscript submission
  - Draft manuscript of literature or systematic review findings
- **Engagement with Identified Stakeholders**
  - Participate in at least two meetings to share project updates with CSTE applied epidemiologist members and relevant communities of practices as a feedback loop on the selected literature topic, early findings, and/or actionable next steps or recommendations for state, Tribal, local, and territorial (STLT) public health agencies for EHDI programs.
- **Final Manuscript**
  - By July 31, 2025, provide a final draft manuscript ready for publication submission to CSTE. The consultant should provide a timeline for publication and next steps with the submission.
- **Presentation of Findings**
  - By July 31, 2025, consultants will participate in a webinar to disseminate the findings and results with CSTE membership and stakeholders.

**Timeline**

<b>December 11, 2024</b>	Request for Proposal opens
<b>December 20, 2024</b>	Letter of Intent due date ( <i>suggested but not required for application submission</i> )
<b>January 13, 2025</b>	Applications due date
<b>January 29, 2025</b>	Notice of award
<b>February 3, 2025</b>	Project start date
<b>February 2025</b>	Kick-off call with CSTE
<b>July 31, 2025</b>	Project closeout date

\*Please note that the timeline is subject to change

**Section II. Contract Mechanism**

**Mechanism of Support**

CSTE will manage matters related to financial support for this project. CSTE intends to commit up to \$225,000 through the contract mechanism. The final contract amount is contingent upon submission of a detailed and reasonable budget proposal to be approved by CSTE and the availability of funds. Successful applicants are expected to return a signed contract within 30 days of receiving it. See Attachment I for CSTE’s standard terms and conditions.

### **Section III. Eligibility Information**

#### ***Eligible Applicants***

Applicants should be non-federal public health professionals (including, but not limited to, those from institutions of higher education, nonprofit organizations, communication firms, public health agencies, or private consultants) with advanced knowledge and experience with maternal and child health public health programs, EHDI programs and relevant data systems, Early Intervention Part C and non-Part C services for infants and children who are deaf or hard of hearing, clinical standards and guidance for screening hearing loss and assessing developmental milestones, demonstrate expertise in professional writing, and knowledge dissemination to diverse audiences.

Applicants who are employed or work on behalf of STLT health agencies are required to submit an outside activity form or secondary employment request (actual form may vary) that has been approved by their employer with their application.

Current CSTE policy states that contracts should not be made with former CSTE staff unless approved by the CSTE Executive Director for extenuating circumstances. Please contact Victoria Walker at [vwalker@cste.org](mailto:vwalker@cste.org) if you have any questions about this policy or request an exemption.

### **Section IV. Application and Submission Information**

#### ***Content and Form of Application Submission***

Each application per option should be no longer than 10 pages, and should be written using a 12-point, double-spaced, unrounded, Times New Roman font, on 8.5x11 inch paged paper with one-inch margins. Additional pages or appendices that are not required may not be reviewed. Please include the headings below in the order listed and address all the issues included under each heading.

1. Contact Information (1 pg. *not included in the page limit*)
  - a. Provide applicant contact information including email address, phone number, and mailing address.
  - b. The applicant should provide their name as it is listed on their W-9 or EIN.
  - c. Indicate if your organization is a minority- or women-owned business
  - d. Specify the option(s) the applicant is responding to for consideration
2. Experience (3 pg. limit)
  - a. Describe prior experience as it relates to:
    - Maternal and Child Health public health programs
    - EHDI programs and relevant data systems
    - Early Intervention Part C and non-Part C services for infants and children who are deaf or hard of hearing
    - Clinical standards and guidance for screening hearing loss and assessing developmental milestones from infancy to childhood

- Demonstrate expertise in professional writing and knowledge dissemination to diverse audiences
  - b. Include all relevant experience of team members who would be assigned to this project.
- 3. Work Plan (5 pg. limit)
  - a. Describe the implementation plan to complete the outlined deliverables for the selected option(s).
  - b. Please include a timeline for key activities and milestones.
- 4. Budget and Justification (2pg. limit)
  - a. Provide detailed budget and budget justification for the selected option(s).
- 5. Other required documentation
  - a. Resume of project consultants
- 6. Other supporting documentation
  - a. Letters of support
  - b. Examples of previous work relevant to the project

For further assistance, technical questions, or inquiries about the application, contact Victoria Walker at [vwalker@cste.org](mailto:vwalker@cste.org). Representatives from CSTE will be available to speak to potential applicants to discuss technical or administrative questions. All questions and answers will be made available to all potential applicants upon request.

### ***Submission Dates and Times***

#### Submission, Review, and Anticipated Start Dates:

- Letter of Intent for Application Submission Date: **due by 11:59 PM EST December 20, 2024**
- Application Submission Receipt Date: **Submissions due by 11:59 PM EST January 13, 2025**
- Award Notification Date: **January 29, 2025**
- Anticipated Start Date: **February 3, 2025**

#### Submitting an Application:

Application materials should be sent to Victoria Walker at [vwalker@cste.org](mailto:vwalker@cste.org) by **11:59 PM EST on January 13, 2025**. Applications submitted after this deadline may not be reviewed. Notification of successful receipt of the application will be sent to the applicant upon request.

### **Section V. Application Review Information**

#### ***Criteria***

The following criteria will be used to review all submitted applications:

1. Experience (30 points)
  - Demonstrated expertise and/or prior experience of applicant (and project staff, if applicable)
    - Maternal and Child Health public health programs
    - EHDl programs and relevant data systems
    - Early Intervention Part C and non-Part C services for infants and children who are deaf or hard of hearing

- Clinical standards and guidance for screening hearing loss and assessing developmental milestones from infancy to childhood
  - Demonstrate expertise in professional writing and knowledge dissemination to diverse audiences.
2. Project Plan (60 points)
    - a. Applicant's understanding of the project and deliverables (10 points)
    - b. Detailed work plan, method, and timeline for completing work in timeframes listed above (40 points)
    - c. Feasibility of proposed work plan (10 points)
  3. Budget and Justifications (10 points)

### ***Review and Selection Process***

Eligible applications that are complete will be evaluated for scientific and technical merit by CSTE in accordance with the review criteria stated above. Submissions that do not comply with the technical requirements set in the RFP are considered nonresponsive and will be rejected. A review panel of CSTE National Office staff, CSTE Steering Committee members, and subject matter experts may score the applications. Funding awards will be made based upon the quality of the submitted proposal and the ability of the applicant to meet the criteria stated above.

### **Section VI. Additional Information**

#### ***Award Notices***

All applicants will be notified via email no later than **January 29, 2025**.

#### ***Contractor Responsibilities***

The award recipient will have primary responsibility for the following:

- 1) Participate in a kick-off call with CSTE and CDC to outline objectives and expectations of the project.
- 2) Join check-in calls with CSTE and CDC to provide project updates.
- 3) Accomplishing the objectives and completing the deliverables listed in this announcement
- 4) Providing written progress reports and invoices to CSTE as required in the contract agreement
- 5) Communicating through multiple avenues on a regular basis for feedback and discussion (e.g., conference calls, emails, etc.)
- 6) Actively engaging partners and stakeholders

#### ***CSTE Responsibilities***

CSTE will have the primary responsibility for the following:

- 1) Participate in a kick-off call with CSTE and CDC to outline objectives and expectations of the project.
- 2) Serving as the awardee's principal point of contact between participants, CDC, and other stakeholders
- 3) Facilitating work and providing avenues for communication between awardee and stakeholders
- 4) Monitoring the terms of the agreement
- 5) Funding according to the terms of the contract agreement

***For More Information***

For more information, contact:

Victoria Walker

[vwalker@cste.org](mailto:vwalker@cste.org)

**ATTACHMENT I TO RFP****CONTRACT TERMS AND CONDITIONS\***

\*Standard Terms and Conditions may differ slightly from those presented here dependent on amount and/or type of contract. CSTE may alter these terms and conditions at any time as needed and awardees are advised to review the final terms of the conditions prior to execution.

**Article I – Statement of Work**

More details are set forth in Contractor’s Statement of Work as appended hereto as Attachment I.

**Article II – Cost**

- A. The total amount to be paid by CSTE for the performance of this General Contract Choose an item. \$.00 unless changed by written amendment to this Contract.
- B. Contractor agrees to abide by the Federal Awarding Agency’s requirements as outlined in these Terms and Conditions.

**Article III – Type of Contract**

This is a Choose an item. Contract.

**Include applicable description below and delete the other.**

**Fixed Price.** It is recognized by both parties that the actual price for this project may vary either above or below the price set forth in Article II, but will have no effect on that price, unless amended according to the terms herein.

**Cost Reimbursement:** If this Contract is for a set rate per hour and payment for hours incurred, payments will only be made for actual hours incurred up to the not to exceed price.

**Article IV - Payment**

- A. CSTE shall pay Contractor upon being invoiced by Contractor and upon approval of the invoice by CSTE. **Invoice must include the Purchase Order #.** Invoices shall be submitted according to the invoice schedule provided in this Contract, to:

[CSTE Project Manager Name]  
[Title]  
Council of State and Territorial Epidemiologists  
2635 Century Parkway NE.,  
Suite 700  
Atlanta, GA 30345-3112  
[@cste.org](mailto:info@cste.org)

B. Payment shall be made by CSTE within thirty (30) days of receipt of invoice. All checks should be made payable to:

[Contractor's Organization or Name]

and mailed to:

[Contractor Address]

[Contractor phone]

#### Article V – Publicity

No Party will use the name of the other in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

#### Article VI – Governing Laws

This Contract shall be governed and construed in accordance with laws of the State of Georgia.

#### Article VII – Regulatory Compliance

The Contractor agrees to comply with and abide by all relevant and applicable laws and regulations of federal, state, and local governments/agencies.

#### Article VIII – Rights in Data, Publication, and Copyright

Contractor agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel (“CSTE Technology”). CSTE agrees that Contractor shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor personnel, or conceived or developed using Contractor facilities under this Agreement (“Contractor Technology”). Additionally, the Parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project (“Joint Technology”).

Each Party further agrees to acknowledge the other Party’s participation in the project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Contractor, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: “This publication (journal article, etc.) was supported by Cooperative Agreement number 6 NU38PW000005 from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE”.

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

#### Article IX – Intellectual Property

Each Party’s existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this Contract shall be jointly owned by both Parties. As such, Contractor, CSTE and CSTE’s prime funder reserve a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

#### Article X – Termination

- A. Either Party may terminate this Contract hereto by giving written notice to the other party fifteen (15) days in advance of a specified date of termination. If this Contract is over \$10,000, CSTE retains the right to terminate for convenience on behalf of the Federal Government.
- B. If Contractor fails to perform to CSTE’s satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, CSTE may either: (a) terminate the Contract with written notice, effective immediately or (b) enforce the terms and conditions of the Contract.
- C. Upon receipt of such notice from CSTE, Contractor shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Contract and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- D. CSTE shall remain liable for all costs incurred under this Contract, including any of the above-mentioned commitments entered into by Contractor in good faith prior to the receipt of the termination notice, unless such termination is the result of a material breach by the Contractor in which case Contractor agrees that it alone is responsible for the expenses and costs incurred and that CSTE has no liability for such costs.
- E. Upon payment of such costs, CSTE shall be entitled to, and Contractor agrees to deliver, the information and items, which, if the project hereunder had been completed, would have been required to be furnished to CSTE.

#### Article XI – Non-Solicitation Agreement

During the term of this Contract and for one (1) year thereafter, Contractor will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

### Article XII – Independent Contractor

- A. In the performance of all services hereunder, Contractor shall be deemed to be and shall be an independent contractor.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other.

### Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act of omission of Contractor, and shall indemnify and hold Contractor harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Contractor assumes all risk of liability with respect to its performance of any activity relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omission of Contractor, its employees and agents.

### Article XIV – Nondiscrimination and Affirmative Action Anti-Racism and Affirmative Action/Equal Employment Opportunity

Contractor acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Contractor shall flow down the below provision to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

Contractor certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title IV of the Civil Rights Act of 1964
- Executive order 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended

- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

#### Article XV – Contractor Certifications

##### A. Debarment and Suspension

Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the awards of Contracts, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

##### B. Certification of Non-Delinquency of Federal Debt

Contractor certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

##### C. Certification of Drug-Free Workplace

Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

##### D. Certification Regarding Lobbying

If this Contract exceeds \$100,000, Contractor certifies its compliance with the Byrd Anti-Lobbying Amendment and certifies to CSTE that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Furthermore, the Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and understands that such disclosure is forwarded from tier to tier up to the non-Federal award/Company.

##### E. Conflicts of Interest

The Contractor must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of

conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

F. Misconduct in Science

Contractor certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Against Prostitution and Sex Trafficking

None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides.

The following definitions apply for purposes of the above provisions:

- i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Procurement of recovered materials.

Company and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain, or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

### Article XVI – Changes

The Contract may be modified or amended if the amendment is made in writing and signed by both Parties.

### Article XVII – Retention and Access to Records

Contractor shall retain records pertinent to this project for 3-years after the end of the project unless any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period. In the case of any of these actions, records shall be retained until all actions have been resolved. Recipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

### Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

### Article XIX – Smoke-Free Workplace

Contractor agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public spaces.

### Article XX – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS)

Contractor must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

**CSTE Office of Grants and Contracts**

Jackie McClain, Director, Grants and Contracts  
2635 Century Parkway Suite 700  
Atlanta GA 30345 Email: [jmcclain@cste.org](mailto:jmcclain@cste.org)

**U.S. Department of Health and Human Services Office of the Inspector General**

ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604 (include “Mandatory Grant Disclosures” in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

#### Article XXI – Confidentiality

Both Parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other Party’s business. Both Parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract.

#### Article XXII – Severability

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### Article XXIII - Warranty

Contractor shall provide that any services provided under this Contract will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Contract shall meet the merchantability and fitness standards for the intended purpose.

**[end of example]**